



## City of Biggs

### Agenda Item Staff Report for the Special City Council Meeting: June 6, 2011 6:00PM

DATE: June 1, 2011  
TO: Honorable Mayor and Members of the City Council  
FROM: Pete Carr, City Administrator/Finance  
SUBJECT: Police Services Contract Extension (Discussion/Action)

City Administrator requests Council approval on a negotiated contract extension with the City of Gridley, covering law enforcement services through June of 2014.

#### Background

Following a Notice of Intent to Cease Service issued to Biggs by Gridley in early 2007, the cities entered into a new agreement on July 1 of that year providing 24/7 police services at a level of service equivalent to Gridley, with the rate of payment for services being based on population ratio.

This contract was amended in 2010 to eliminate population ratio as the rate, resulting in significant cost decrease for Biggs. The 2010 document extended services only until March 31, 2012.

The proposed draft agreement extends the partnership through June of 2014, establishes incremental cost escalators to offset Gridley's anticipated actual cost increases, and provides for sharing cost changes in fuel.

The impact on Biggs' budget can be summarized as follows:

	<u>per month</u>	<u>per year</u>	<u>change from previous year</u>
July 1, 2008	\$58,461	\$701,532	+ 7%
July 1, 2009	\$55,277	\$663,324	- 4.5%
April 1, 2010	\$32,584	\$391,008	- 42%
April 1, 2011	\$33,887	\$406,664	+ 4%
July 1, 2011	\$35,803	\$429,636	+ 5.6%
July 1, 2012	\$36,878	\$442,536	+ 3%
July 1, 2013	\$38,352	\$460,224	+ 4%

Attachment: Proposed Extension to Agreement between Gridley and Biggs for Law Enforcement Services

**Recommendation**

Approve the contract extension as proposed and presented.

**Fiscal Impact:**

\$5748 this fiscal year, future years as indicated.

**EXTENSION TO AGREEMENT  
BETWEEN  
THE CITY OF GRIDLEY AND THE CITY OF BIGGS  
FOR LAW ENFORCEMENT SERVICES**

**THIS EXTENSION TO AGREEMENT** (EXTENSION AGREEMENT) is entered into effective July 1, 2011, by and between **THE CITY OF BIGGS**, a General Law City in the County of Butte, State of California (hereinafter referred to as **BIGGS**) and **THE CITY OF GRIDLEY**, a General Law City in the County of Butte, State of California (hereinafter referred to as **GRIDLEY**).

**RECITALS**

A. **BIGGS** and **GRIDLEY** previously entered into an Agreement, on or about July 1, 2007, whereby **BIGGS** has contracted with **GRIDLEY** for law enforcement services (**THE ORIGINAL AGREEMENT**). A true and correct copy of **THE ORIGINAL AGREEMENT** is attached hereto as Exhibit "A".

B. **THE ORIGINAL AGREEMENT** established a formula whereby **BIGGS** pays **GRIDLEY** for law enforcement services based upon the ratio of **BIGGS'** population to the total population of **BIGGS** and **GRIDLEY**.

C. On or about April 1, 2010, **BIGGS** and **GRIDLEY** entered into an Amendment to Agreement between for Law Enforcement Services (**THE AMENDED AGREEMENT**). A true and correct copy of **THE AMENDED AGREEMENT** is attached hereto as Exhibit "B". Said amendment was for the purpose of reducing the amount **BIGGS** pays to **GRIDLEY** for law enforcement services.

D. **BIGGS** now requests an extension of **THE ORIGINAL AGREEMENT** between the **GRIDLEY** and **BIGGS** for Law Enforcement Services effective July 1, 2011.

E. **BIGGS** agrees and understands that **THE ORIGINAL AGREEMENT** and **THE AMENDED AGREEMENT** have expired by the terms set forth therein and unless otherwise agreed to herein by **GRIDLEY** that **THE ORIGINAL AGREEMENT** and **THE AMENDED AGREEMENT** are terminated. Furthermore, absent some new agreement between **GRIDLEY** and **BIGGS**, this **EXTENSION AGREEMENT** shall only be in effect for the term set forth herein and in effect only to the extent it is modified by this **EXTENSION AGREEMENT**.

**IN CONSIDERATION** of the mutual covenants contained herein and for good and valuable consideration, **THE PARTIES** agree as follows:

**SECTION 1  
Incorporation of Recitals**

The foregoing recitals are not merely recitals, but are contractual in nature and are incorporated into this Agreement.

**SECTION 2**

### **Modification of Section 3 of THE ORIGINAL AGREEMENT**

Section 3, of **THE ORIGINAL AGREEMENT** is modified. Specifically, **BIGGS** shall receive patrol coverage on a random and rotating basis, generally but not necessarily three-to-four (3-4) times daily, as police department resources allow. Specifically from and after the effective date of this **EXTENSION AGREEMENT**, the services provided by **GRIDLEY** under this **EXTENSION AGREEMENT**, as well as **THE ORIGINAL AGREEMENT**, will consist of general law enforcement services and **GRIDLEY** will provide law enforcement duties for **BIGGS** as needed and/or as determined by the Chief of Police. These duties include, but are not limited to:

Patrol, investigation of crimes, completion of reports, court testimony, traffic control, accident investigation, prisoner transportation, processing of evidence and found property, responding to calls for service and dispatch services.

Excluded from such services, among other things, are code enforcement activities and the payments of booking and cite and release fees.

### **SECTION 3**

#### **Modification of Section 4 of THE ORIGINAL AGREEMENT Regarding Administration Reports and Statistics; Designated Contacts**

Section 4 of **THE ORIGINAL AGREEMENT** is modified pursuant to the provisions stated herein. The Chief of Police of Gridley shall provide to **BIGGS** a monthly report of activities generated as a result of this **EXTENSION AGREEMENT**. The reports and formats shall be similar to those utilized for **GRIDLEY**.

The Contract Manager for this **EXTENSION AGREEMENT** and **THE ORIGINAL AGREEMENT for GRIDLEY** shall be the **GRIDLEY** City Administrator. For **BIGGS**, it will be the Biggs City Administrator. The Planning, organization, scheduling, direction and supervision of law enforcement personnel and other matters incident to the delivery of general law enforcement services to **BIGGS** shall be determined by the Chief of Police of Gridley. The Chief of Police of Gridley shall retain exclusive authority over the activities of his personnel working in **BIGGS** and will coordinate mutual aid issues with other enforcement agencies as appropriate.

### **SECTION 4**

#### **Payment for Services**

Section 7, of **THE ORIGINAL AGREEMENT** (Payment for Services) is modified on a temporary basis for a period of an additional two years and three months as described herein: Commencing July 1, 2011, and ending June 30, 2014 at 12:00 A.M. midnight (2400 hours); AT WHICH TIME THE CONTRACT TERMINATES. For the period from April 1, 2011, through June 30, 2011, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$33,887). Commencing July 1, 2011 through June 30, 2012, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY-FIVE THOUSAND EIGHT HUNDRED AND THREE DOLLARS (\$35,803). Commencing on July 1, 2012 through June 30, 2013, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY-SIX THOUSAND, EIGHT HUNDRED SEVENTY-EIGHT DOLLARS (\$36,878). Commencing on July 1, 2013 through June 30, 2014, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$38,352). Payments shall be made monthly on the first of each month. Thus,

**BIGGS** shall pay a total of ONE HUNDRED AND ONE THOUSAND SIX HUNDRED-SIXTY-ONE (\$101,661) for the 3 months April 1, 2011 through June 30, 2011. Commencing July 1, 2011 through June 30, 2012, **BIGGS** shall pay to **GRIDLEY** a total of FOUR HUNDRED TWENTY-NINE THOUSAND, SIX HUNDRED SIXTY-FOUR (\$429,664) DOLLARS; for the SECOND TWELVE month period (July 1, 2012 through June 30, 2013) a total of FOUR HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS (\$442,533); and for the THIRD TWELVE month period (July 1, 2013 through June 30, 2014), a total amount of FOUR HUNDRED SIXTY THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS (\$460,234).

**SECTION 5**  
**Modification of Section 8 of THE ORIGINAL AGREEMENT**  
**Regarding Payment for Additional Services**

**BIGGS** shall pay, in addition to the monthly payments above, for additional services as may be necessary or requested from time to time, and agrees to pay for such services on a time and materials basis. Examples of such additional services shall include parades, festivals or similar community events where extra security is requested, all in accordance with Section 8 of **THE ORIGINAL AGREEMENT**.

**SECTION 6**  
**Modification of Section 9 of THE ORIGINAL AGREEMENT Regarding**  
**Term of Agreement and Termination Thereof**

Section 9 of **THE ORIGINAL AGREEMENT** is modified. This **EXTENSION AGREEMENT** shall TERMINATE ON JUNE 30, 2014 AT 12:00 A.M. MIDNIGHT (2400 HOURS) AT WHICH TIME, ALL **BIGGS** 911 CALLS WILL BE UNPLUGGED FROM **GRIDLEY** DISPATCH SYSTEM ABSENT SOME NEW AGREEMENT FOR SUCCEEDING YEARS TO BE NEGOTIATED DURING THE TERM OF THIS **EXTENSION AGREEMENT**.

**SECTION 7**  
**GRIDLEY REBRANDING FEE**

**BIGGS** agrees to pay a not-to-exceed TEN THOUSAND DOLLARS (\$10,000) to cover the costs of replacing vehicle emblems (to reflect "Gridley"), badges, and uniform patches (Rebranding). **GRIDLEY** agrees to remit any funds not specifically used for the rebranding effort. **GRIDLEY** will invoice **BIGGS** for the rebranding costs of \$10,000 by April 1, 2014.

Section 8  
Fuel Cost Surcharge Adjustment

Due to the volatility of fuel price increases, **GRIDLEY** reserves the right to invoice **BIGGS** for a proportion of the police department fuel increase based on:

**GRIDLEY** finance department will review the cost of fuel expended within the police department for FY 2010. This will be the base year. This will be compared to the fuel expended in the following fiscal year. The amount invoiced will be a ratio based on the population ratio of **BIGGS'S** population divided by **GRIDLEY'S** population. The source of the population numbers used by both Cities will be based on the Gann Limit information as reported annually by the Department of Finance.

If there is an annual increase, then **BIGGS** will be invoiced for the additional amount after the City percent is applied to the increased amount. Should the annual amount decrease, then **BIGGS** will be entitled to a refund of the amount based on the same calculation described above.

SECTION 9  
**Remaining Provisions of THE ORIGINAL AGREEMENT**  
**Remain in Full Force and Effect**

Except as modified by this Agreement, **THE ORIGINAL AGREEMENT** and all provisions thereof shall remain in full force and effect.

**IN WITNESS WHEREOF, THE CITY OF GRIDLEY and THE CITY OF BIGGS** by separate resolutions, duly adopted by their respective City Council, have caused this Agreement to be signed by their Mayors and attested by their City Clerks.

**CITY OF BIGGS**

**By:**

\_\_\_\_\_  
**Roger L. Frith, Mayor**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Roben Dewsnap, City Clerk**

**Date:** \_\_\_\_\_

**CITY OF GRIDLEY**

**By:**

\_\_\_\_\_  
**Jerry Ann Fichter, Mayor**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Rob Hickey, City Clerk**

**Date:** \_\_\_\_\_